

AMENDMENT TO RESTRICTIONS
CREEKLAKE COVE SUBDIVISION

THE STATE OF TEXAS
COUNTY OF POLK

WHEREAS, by instrument dated August 15, 1983, and recorded in Volume 449, Page 502 et seq. of the Deed Records of Polk County, Texas, certain restrictions, covenants, and charges were made applicable to Creeklake Cove Subdivision in Polk County, Texas, to which instrument and its recordation reference is here made for all pertinent purposes and,

WHEREAS, the Developer of such subdivision deems it necessary and desirable that certain reasonable changes be made in the aforesaid restrictions, covenants, and charges applicable to the said Creeklake Cove Subdivision in Polk County, Texas:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Restrictions are hereby amended as follows, effective immediately:

Paragraph Number 1 is amended to read as follows:

1. Such land shall be used for the purpose of one (1) private single family residence per lot and appropriate uses accessory thereto. No building shall be erected upon any lot except one (1) private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the house. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lots. No building or structure of any sort shall be built within five feet of the side lines of said lots. No structure shall be erected or placed on said lots unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper,

rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be composition shingles or their equivalent. All structures must comply with applicable governmental laws, regulations, and ordinances, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver of compliance with any such law, regulation and ordinance. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the lot owner at all times in a proper, sanitary, condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks or holding tanks of approved construction. No sign of any description may be erected or placed upon any portion of any lot without the express written approval of the Developer. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed upon any lot shall be completed within one (1) year from the date of commencement of construction thereof and shall contain not less than one thousand (1000) square feet of floor space, exclusive of porches and garage, and all permanent structures shall be approved in writing by Developer prior to the construction thereof. Developer reserves the right, upon application of a lot owner, to approve plans or structures of less than 1000 square feet or to grant reasonable variances as to the type of structure permitted, or to subdivide a tract. An existing mobile home may only be replaced by an HUD-Code manufactured home approved by Developer. Skirting or screening materials shall be attached to

the HUD-Code manufactured home to prevent the passage of animals beneath the home, and shall be compatible with the design of the home. In addition to applicable state and local anchoring requirements for resisting wind forces, HUD-Code manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement. Tires, wheels, axles, towing mechanisms, and other such equipment shall be removed from the HUD-Code manufactured home and placed out of sight from the public.

Paragraph number 2 is hereby amended to read as follows:

2. The lots in such Subdivision shall be used for residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational, or commercial purposes. Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore, such as a chicken processing plant, or junkyard, etc., or any business that will devalue property in the vicinity thereof. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and have a pleasing exterior.

Paragraph number 11 is hereby amended to read as follows:

11. The owners of lots purchased in said Subdivision shall pay the sum of two hundred forty and no/100 (\$240.00) dollars per lot on the 10th day of April of each year, beginning on the 10th day of April, 2003, to the Developer to be used for the upkeep of the roads, parks, and common facilities in said Subdivision, as set out in the plat of said Subdivision. Failure to pay said assessment shall constitute a

foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Developer may from time to time, in its sole discretion and without the consent of the lot owners, increase the amount of such assessment when necessary or advisable for adequate upkeep of said roads, parks, and common facilities. After seventy-five percent (75%) of the lots in the Subdivision have been sold, the lot owners may form a civic club to take over maintenance of the roads, parks, and common facilities as well as collection and disbursement of the aforesaid assessment. The Developer shall have one vote per each unsold lot, but shall not be required to pay maintenance fees. The Developer reserves the right to appoint one or more of the lot owners, or anyone it deems fit, as Trustee to collect and disburse monies received from said assessment to make repairs and improvements to the Subdivision. The Trustee shall be entitled to reasonable compensation for his services, subject to the review and approval of the Developer. The lot owners may by majority vote elect a three-member advisory committee to advise and consult with the Trustee regarding the application of the assessment funds for maintenance and improvements. The purpose of the appointment of the Trustee is to relieve the Developer of any duties or obligations concerned with the aforesaid Subdivision, and the Developer shall assume no responsibility whatsoever for its appointed Trustee. The Trustee shall have absolute discretion as to the disbursement of funds and the improvements and repairs which are made, and may be removed by the Developers only for malfeasance or gross misconduct. Provided, however, that the lot owners shall have the right to draw up a petition requesting the removal of the Trustee and the

naming of a new trustee of their choice. Such petition must be approved by a 75% majority of the lot owners. (Owners shall be entitled to one vote per each lot owned by them.) If lot owners sell any portion of their land, they are to notify the Developer, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

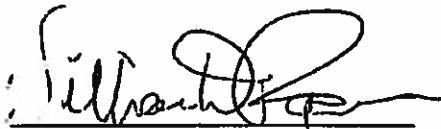
Paragraph number 15 is hereby added, to-wit:

15. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

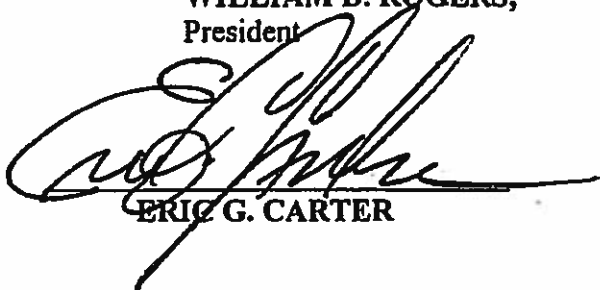
EXECUTED THIS 10th **day of January, 2003.**

GULF COAST DATA SERVICES, INC.

BY:



WILLIAM D. ROGERS,
President



ERIC G. CARTER

**ERIC WILLIAM CARTER TRUST,
O. KYLER CARTER, TRUSTEE**

BY:



O. KYLER CARTER,
Trustee

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME the undersigned authority on this day personally appeared WILLIAM D. ROGERS, the President of GULF COAST DATA SERVICES, INC., who acknowledged to me that he executed the foregoing instrument for the purposes and consideration and in the capacity stated therein.



Trang Huyen Do
NOTARY PUBLIC, In and For
The STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME the undersigned authority on this day personally appeared O. KYLER CARTER, TRUSTEE, the Trustee of the ERIC WILLIAM CARTER TRUST, who acknowledged to me that he executed the foregoing instrument for the purposes and consideration and in the capacity stated therein.



Trang Huyen Do
NOTARY PUBLIC, In and For
The STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME the undersigned authority on this day personally appeared ERIC G. CARTER, who acknowledged to me that he executed the foregoing instrument for the purposes and consideration and in the capacity stated therein.



Trang Huyen Do
NOTARY PUBLIC, In and For
The STATE OF TEXAS

✓ AFTER RECORDING RETURN TO: *William Rogers*
7218 FM 3184 RD. S.
0154-9500, TX 75261

STATE OF TEXAS
COUNTY OF POLK

I, BARBARA MIDDLETON, hereby certify that this instrument was FILED in file number sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records in volume and page of if named RECORDS of Polk County, Texas as stamped hereon by me on

JAN 10 2003 SW

FILED FOR RECORD

2003 JAN 10 PM 12:12



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

RESTRICTIONS

THE STATE OF TEXAS |

COUNTY OF POLK |

KNOW ALL MEN BY THESE PRESENTS that Creeklake Cove Corp., the owner and developer of a certain tract or parcel of land situated in the John Burgess Survey, Abstract 7 in Polk County, Texas, such tract or parcel of land having been subdivided and now known as Creeklake Cove Subdivision, Section 1, and shown upon plat of record in Volume 9 , Page 3 , of the Plat Records of Polk County, Texas to which plats and their recordation reference is here made for all pertinent purposes, does hereby establish and impress all of the lots included in such Subdivision with the following restrictions:

1. Such land shall be used for the purpose of one (1) private single family residence per lot and appropriate uses accessory thereto. No building shall be erected upon any lot except one (1) private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lots. No building or structure of any sort shall be built within five (5) feet of the side lines of said lots. No structure shall be erected or placed on said lots unless built of solid, permanent materials with pleasing exterior. No structure shall have a tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with applicable governmental laws, regulations and ordinances, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver of compliance with such laws, regulations and ordinances. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the lot owner at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks or holding tanks of approved construction. No sign of any description may

be erected or placed upon any portion of any lot without the express written approval of the Developer. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed upon any lot shall be completed within one (1) year from the date of commencement of construction thereof and shall contain not less than eight hundred forty (840) square feet of floor space, exclusive of porches and garage, and all permanent structures shall at the option of Developer be approved in writing by the Developer prior to the construction thereof. Developer reserves the right to approve plans or structures of less than 840 square feet. If no civic group is formed, then no approval of structures shall be required after the expiration of ten (10) years from the date hereof at the option of Developer.

2. The lots in such Subdivision shall be used for residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational or commercial purposes. Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore, such as a chicken processing plant, or junk yard, etc., or any business that will devalue property in the vicinity thereof. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and have a pleasing exterior. Permanent trailer houses will be allowed provided they are factory designed, minimum of 840 square feet, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain line or holding tank and professionally skirting within six (6) months of installation.

3. No animals shall be kept or maintained on any lot, except customary household pets.

4. The Developer hereby reserves, without further assent or permit from the lot owners, to itself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected or laid, maintained, or removed or repaired in all roads, streets, avenues or ways on which said above described lots abut or upon any part of said lots at the election of the Developer, electric light, telephone, and telegraph poles and wires, water, sewer and gas pipes

and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Developer or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said lots, roads, streets, avenues, and ways, and only in and on said lots hereinabove described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, caused by the construction, maintenance, and repair thereof, or on account of temporary or other inconveniences caused thereby, against the Developer or any public or private utility company or municipality or any of its or their agents or servants, are hereby waived by the lot owners for themselves and their successors in title. No dedication to public use of roads, alleys or ways is intended by this instrument. The lots, ways or alleys referred to are meant to include those either developed or to be developed in said Subdivision by the Developer, and the Developer hereby reserves title to the streets and alleys, and reserves the right to dedicate such streets and alleys to the use of the public.

5. Purchaser, his/her/their heirs or assigns shall be liable for central sewage connection charges, if any, by Developer or Polk County Fresh Water District.

6. All lots in the aforesaid subdivision shall be sold subject to the reservation of all oil, gas and other minerals in and under the property and premises and subject to any and all oil, gas and mineral leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions and reservations of record affecting such land.

7. No hunting shall be allowed in any area of said subdivision.

8. The Developer reserves the right to change any of the covenants or stipulations concerning the use of any of the right-of-way and easements as the conditions and development of said subdivision shall warrant, and which shall, in the opinion of the Developer, be reasonable, and the purpose of said covenants and restrictions is for the protection of the lot owners in said subdivision.

9. No merchantable timber upon any lot shall be cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house place may be cleared.

10. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or the Developer, and the Developer shall not be liable for any such injury.

11. The owners of lots purchased in said subdivision shall pay the sum of One Hundred and no/100 (\$100.00) per lot on the 10th day of April each year, beginning on the 10th day of April, 1984, to the Developer to be used for the upkeep of the roads, parks and common facilities in said subdivision, as set out in said plats of said subdivision. Failure to pay said assessment shall constitute a foreclosure lien against said lot. This being in the form of an assessment to run with the ownership of said lots. The Developer may, from time to time, in its sole discretion and without the consent of the lot owners, increase the amount of such assessment when necessary or advisable for adequate upkeep of said roads, parks and common facilities. After (5) five years from the date hereof the lot owners may form a civic club to take over maintenance of the roads, parks and common facilities as well as collection and disbursement of the aforesaid assessment. The Developer reserves the right to appoint one or more of the lot owners, or anyone it deems fit, as Trustee to collect and disburse monies received from said assessment prior to the expiration of such five (5) years, the purpose of such appointment to relieve the Developer of any duties or obligations connected with the aforesaid subdivision, and the Developer shall assume no responsibility whatsoever for its appointed Trustee, but the lot owners shall have the right to draw up a petition requesting the removal of said Trustee and naming of a new Trustee of their choice, said petition to be signed by the majority of lot owners. If lot owners sell any portion of their land, they are to notify the Developer at once of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

12. The ditches and culverts in front of each lot shall be kept open, and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Developer and replaced at the expense of the lot owner.

13. The Developer reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants and agreements

herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgement or court order shall in no way affect any of the other provisions herein contained, or any part thereof, which shall remain in full force and effect. Any written approval by the Developer of any act shall be subject to all applicable municipal, county, state or federal rules, regulations, ordinances or laws.

14. The foregoing restrictions, conditions, covenants and assessments shall be deemed and considered covenants running with the hereinabove described lots shall be binding upon the lot owners and their heirs, executors, and administrators and assigns. The Developer reserves the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants and assessments as the Developer in its sole discretion may deem reasonably necessary or desirable, without approval of the lot owners. Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Developer, and the Developer shall not be liable under any provision hereof or thereof for any charge, assessment, breach, act or omission to act. As used herein, the term "Developer" shall mean Creeklake Cove Corporation, and its successors and legal representatives, as well as any assignee of its rights as Developer of said Creeklake Cove Subdivision.

EXECUTED this the 11 day of January, A.D. 1984.

CREEKLAKE COVE CORP.

By: Johnny F. Marsh
Johnny F. Marsh, President

ATTEST:
Stanley P. Liles
Stanley P. Liles, Secretary

THE STATE OF TEXAS |
COUNTY OF POLK |

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Johnny F. Marsh known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Creeklake Cove Corp., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 1984.

Cynthia Kennedy
Notary Public in and for the State of Texas



THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 11th day of JANUARY, 1984 at 11:20 o'clock A. M. in Vol. 449 Pages 302 at the Deed Records of said County.

Witness my hand and official seal at office in Livingston this 10th day of January, 1984.



Aline Stephenson
Aline Stephenson
Clark, County Court, Polk County, Texas
By June Grimes
JUNE GRIMES, Deputy